

ITEL

October 11, 1988

Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
RECORDATION NO. 15782-D

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

OCT 17 1988 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

Re: Amendment No. 1 to Exhibit 1 to Master Car Lease dated as of August 8, 1988, between Itel Railcar Corporation and CSX Transportation, Inc.

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Master Car Lease dated August 8, 1988, between Itel Railcar and CSX Transportation, Inc., which was filed with the ICC August 21, 1988, under Recordation No. 15782.

The parties to the aforementioned instrument are listed below:

Itel Railcar Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

CSX Equipment, a unit of (Lessee)
CSX Transportation, Inc.
Treasury Department - S/C B7J
100 North Charles Street
Baltimore, Maryland 21201

This Amendment to Exhibit 1 amends the Car Numbers Section by deleting numbers 7272 and 18243 and replacing them with 7240 and 7261, respectively.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

RECORDATION NO. 19782-D FILED 1988

OCT 17 1988 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to Exhibit 1 dated August 8, 1988 ("Exhibit 1"), to the Master Car Lease dated as of August 8, 1988 (the "Agreement"), between ITEL RAILCAR CORPORATION ("Lessor") and CSX TRANSPORTATION, INC. ("Lessee") is made as of this 5th day of October, 1988 between Lessor and Lessee.

R E C I T A L S:

- A. Lessor and Lessee are parties to Exhibit 1 to the Agreement pursuant to which sixty-three (63) 4750 and 4780 cubic feet, 100-ton covered hoppers (the "Cars") described therein have been leased by Lessor to Lessee.
- B. Lessor and Lessee desire to amend Exhibit 1 as to the Car Numbers.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend Exhibit 1 as follows:

- 1. All terms defined in Exhibit 1 and the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. The numbers "7272" and "18243" in the Car Numbers Section of Exhibit 1 are hereby deleted and replaced with the numerals "7240" and "7261." ✓
- 3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to the Cars subject to the Agreement.
- 4. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAILCAR CORPORATION

By: [Signature]

Title: President

Date: October 5, 1988

CSX TRANSPORTATION, INC.

By: [Signature]

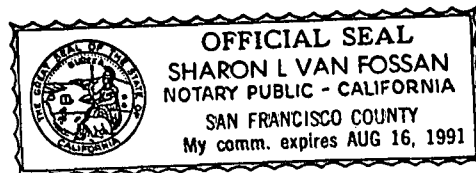
Title: Vice President-CSX Equipment

Date: September 20, 1988

STATE OF CALIFORNIA)
) ss:
 COUNTY OF SAN FRANCISCO)

On this 5th day of (October), 1988, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Railcar Corporation, that the foregoing Amendment No. 1 to Exhibit 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
 Notary Public



STATE OF MARYLAND)
) ss:
 CITY OF BALTIMORE)

On this 20TH day of SEPTEMBER, 1988, before me personally appeared EMMITT V. POSEY, to me personally known, who being by me duly sworn says that such person is VICE PRESIDENT of CSX Transportation, Inc. that the foregoing Amendment No. 1 to Exhibit 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helen A. Klein
 Notary Public

MY COMMISSION EXPIRES: 7-1-90